

MILITARY MISSION

Agreement signed at Rio de Janeiro November 12, 1938

Entered into force November 12, 1938

*Replaced by agreement of January 17, 1941*¹

53 Stat. 2021; Executive Agreement Series 135

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED STATES OF BRAZIL

In conformity with the statement made in the communication, dated February 2, 1938, from the Minister of State for Foreign Affairs of Brazil to the Ambassador of the United States of America at Rio de Janeiro, that the President of the United States of Brazil has agreed that the contract of the American Military Mission, provided for in the Military Mission Agreement between the two countries, signed at Rio de Janeiro on November 12, 1936,² which will expire on November 12, 1938, should be extended for two more years, and certain modifications in that agreement having been accepted by the Secretary of War of the United States of America, and by the Minister of War of the United States of Brazil with the approval of the President of the United States of Brazil, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,³ entitled "An Act to authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters", as amended by an Act of May 14, 1935,⁴ to include the Commonwealth of the Philippine Islands, has authorized the continuance of the detail of officers constituting an American Military Mission to Brazil, upon the following agreed conditions:

TITLE I

Purpose and Duration

Art. 1. The purpose of the Mission is to cooperate with the General Staff, Office of the Chief of Coast Defense and officers of the Brazilian Army in the development and functioning of the Coast Artillery Instruction Center, to superintend the courses and assist in the instruction. The Mission will

¹ EAS 202, *post*, p. 899.

² EAS 98, *ante*, p. 868.

³ 44 Stat. 565.

⁴ 49 Stat. 218.

also have charge of the courses and assist in the instruction of the subjects of Permanent Fortification, Ordnance and Chemical Warfare at the Technical School.

Art. 2. This Mission shall continue for two years from the date of the signing of this agreement by the accredited representatives of the Governments of the United States of America and the United States of Brazil.

Art. 3. If the Government of Brazil should desire that the service of the Mission should be extended, in whole or in part, beyond the period stipulated, a proposal to that effect must be made six months before the expiration of this agreement.

Art. 4. If it should be necessary, in the interest of either one of the two Governments, that the present contract or its extension be terminated before the time specified, the Government so desiring must give notice to the other three months in advance.

Art. 5. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or under an extension thereof, the Government of Brazil will not engage the services of any Mission or personnel of any other foreign government for the duties and purposes contemplated by this agreement.

TITLE II

Composition and Personnel

Art. 6. The Mission will be composed of five officers of the Regular Army of the United States of America as follows: one Colonel or Lieutenant Colonel of Coast Artillery; one Major or Captain of Coast Artillery; one Lieutenant Colonel or Major of Engineers; one Major or Captain of Ordnance; and one Major or Captain of the Chemical Warfare Service. The senior Coast Artillery Officer will be Chief of the Mission, who will assure normally the direct relations of the Mission with the Minister of War and the Chief of Staff of the Army.

Art. 7. Any additions to the personnel of the Mission that may be considered advisable or necessary shall be considered as an addendum to this agreement.

TITLE III

Duties, Rank and Precedence

Art. 8. The members of the Mission shall be responsible solely to the Brazilian Ministry of War through the Chief of the Mission and shall act as tactical and technical advisers to the Chief of the General Staff and Chief of Coast Defense for the questions of organization and instruction in all matters pertaining to Coast Defense, Permanent Fortification, and Chemical Warfare.

Art. 9. It shall be the duty of the members of the Mission, under the direction of the Chief of the Mission, to advise technically the Commandant of the Coast Artillery Center of Instruction and the Commandant of the Technical School and cooperate with them in all matters pertaining to Coast Defense, Permanent Fortification, Ordnance Material, and Chemical Warfare, as well as prescribing the courses in these subjects and assisting in the instruction.

Art. 10. In case of war between Brazil and any other nation, the Mission shall terminate within thirty days. In case of civil war no member of the Mission shall take part in the operations in any respect.

Art. 11. The members of the Mission shall each receive one extra grade or rank above the rank they hold in the Army of the United States of America, while serving on the Mission. Their precedence with respect to Brazilian Officers and Officers of other foreign Missions shall be in accordance with their extra grade or rank and seniority therein. The members of the Mission will receive no extra compensation for the above mentioned extra grade or rank and will wear only uniforms of the Army of the United States of America.

TITLE IV

Pay and Allowances

Art. 12. The members of the Mission shall receive from the Brazilian Government, for their services, the following annual compensation in Brazilian paper money, payable monthly in 12 equal installments:

Colonel	72: 000\$000 (Seventy-two contos)
Lieutenant Colonel	66: 000\$000 (Sixty-six contos)
Major	60: 000\$000 (Sixty contos)
Captain	54: 000\$000 (Fifty-four contos)

Art. 13. Each member of the Mission shall have the right to receive his Brazilian pay beginning on the date of his leaving New York, and continuing, upon completion of his service in the Mission, up to the date of his arrival in New York, proceeding each way by usual sea route. Any member of the Mission who may return to the United States before completing two years service, or who returns for one of the causes foreseen in Art. 26, will only receive full pay up to the date of his leaving Rio de Janeiro, except in the cases of ill-health or termination of the contract of the Mission in which cases payment will be made up to arrival in New York.

Art. 14. It is further stipulated that this compensation shall not be subject to any Brazilian tax now in force or which may hereafter be imposed.

Art. 15. The expenses of transportation by land and sea of the members of the Mission, their families, household effects and baggage, including auto-

mobiles, shall be paid in advance by the representative of the Brazilian Government, the officers and their families being furnished with first-class accommodations, families being construed as wives and dependent children throughout the contract. There shall be provided in advance the following allowance to cover expenses of locating and housing each member of the Mission:

Colonel	6: 000\$000
Lieutenant Colonel.....	5: 500\$000
Major	5: 000\$000
Captain	4: 500\$000

The household effects and baggage including automobiles of the personnel of the Mission and their families shall be exempt from customs duties and imposts of any kind in Brazil.

Art. 16. The members of the Mission who remain in Brazil two or more years, or until the termination of the Mission, shall have the right, when they return to the United States of America, to the advance payment of transportation expenses of themselves and their families and all effects, as specified in Art. 15, and insurance of effects, from Rio de Janeiro to New York; these expenses to include packing effects and transporting them on board ship in Rio de Janeiro.

Art. 17. During the stay of the Mission, the Government of Brazil shall grant, on request of the Chief of the Mission, free entry for articles of personal and family use; families being construed as wives, and dependent children.

Art. 18. Each member of the Mission with more than two complete years of service in Brazil shall have the right to a leave of three months on full pay, and also the right of leaving Brazil. In case he leaves Brazil, he shall have the right to travel time in addition to his leave and he shall receive his full pay in Brazilian money at the rate specified in Art. 12, during both his leave and time of travel. The Chief of the Mission shall arrange, after consultation with the Chief of the General Staff, that such leaves inconvenience as little as possible the interests of the Brazilian Army.

Art. 19. Members of the Mission who may become ill, shall be cared for by the Brazilian Government, in such hospital as the Chief of the Mission may, after consultation with the Brazilian authorities, consider suitable.

Art. 20. In case of travel performed on official business outside of the Federal District and Nictheroy, by any member of the Mission, such member shall receive while engaged therein, besides his regular compensation, *per diem* allowances and transportation which shall be the same as those allowed to the officers of the Brazilian Army of the same rank and in like circumstances.

Art. 21. The officers of the Mission shall be accorded the same rights and privileges which are enjoyed by diplomatic representatives accredited to Brazil and of corresponding rank, except as regards the rights of importation mentioned above.

Art. 22. A suitable automobile with chauffeur shall be permanently assigned to the Chief of the Mission for the use of the Mission on official service. When this automobile is unavailable because of repair, overhaul or other reason a suitable substitute will be provided.

Art. 23. A private office and necessary equipment shall be provided the members of the Mission for their work. There shall be furnished the Mission two clerks (typists and stenographers) able to translate English into Portuguese and Portuguese into English.

Art. 24. Every member of the Mission shall have a Brazilian officer detailed as an assistant.

Art. 25. If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the Mission and the families and all effects thereof to their country shall be borne by that Government. In case, however, the cancellation should be effected on the initiative of the Brazilian Government, or as a result of war between Brazil and a foreign power, the Brazilian Government shall bear all the costs of the return to the United States of America of the Mission and the families and all effects thereof, in accordance with the provisions of Arts. 13 and 16, and in addition thereto, the Brazilian Government shall pay to each officer an amount equivalent to three months compensation from the date of his arrival in New York proceeding by usually traveled sea route.

TITLE V

Recall and Replacement of Members of the Mission

Art. 26. The United States of America, may if the public interest so requires, recall, at any time, any one or all of the members of the Mission, substituting for them other officers acceptable to the Brazilian Government, all the expenses connected therewith being incumbent on the Government of the United States of America. If on the request of the Brazilian Government, any member of the Mission is recalled for due and just cause other than that of the termination of his services on the Mission or his illness, all the expenses connected with the return shall be incumbent on the United States of America.

Art. 27. Any member of the Mission may be relieved at his own request, by the Government of the United States of America, after two years of service in Brazil, being replaced in each case by an officer of corresponding rank and arm, as specified in Article 6, who is acceptable to the Brazilian Government.

Art. 28. No member of the Mission relieved on his own request before he gives two years service shall be entitled to travel expenses and transportation of effects at the expense of the Brazilian Government except in case of illness.

Art. 29. If any member of the Mission should be obliged by illness to discontinue service with the Mission, the Brazilian Government shall bear

the expenses of return of himself, family and all effects thereof, to the United States as above stipulated for members with more than two years of service.

Art. 30. If a member of the Mission or one of his family should die in Brazil, the Brazilian Government shall have the body transported to such city in the United States as the family of the deceased may designate. In case the deceased should be a member of the Mission, the Brazilian Government shall pay the expenses of the travel of the family and the transportation of all of their effects to New York.

Art. 31. In case of substitution for a member of the Mission, all the clauses of this agreement, except in cases of express provisions to the contrary, shall apply to the substitute, including those specified in Articles 13 and 15.

TITLE VI

Supersession of Original Contract and Authentication of New Agreement

Art. 32. From the date of signing this new agreement, embodied herein, by the accredited representatives of the Governments of the United States of America and of the United States of Brazil it will be in full effect and supersede entirely and in all particulars the agreement signed at Rio de Janeiro November 12, 1936, by R. M. Scotten, Chargé d'Affaires ad interim of the United States of America, José Carlos de Macedo Soares, the Brazilian Minister for Foreign Affairs and General João Gomes Ribeiro Filho.

Art. 33. IN FAITH WHEREOF, the undersigned, being duly authorized, sign the present agreement in duplicate in the English and Portuguese languages, at Rio de Janeiro, the twelfth day of November, 1938.

R. M. SCOTTEN
OSWALDO ARANHA
ENRICO G. DUTRA